

ADOT File No.: JPA 06-014
AG Contract No.: KR06-0737TRN
Project No.: 60 MA 186.0
Project: US 60, Superstition Freeway
Higley Road Traffic Interchange (TI)
TRACS No.: H670201C
Budget Source Item No.: 14206

INTERGOVERNMENTAL AGREEMENT

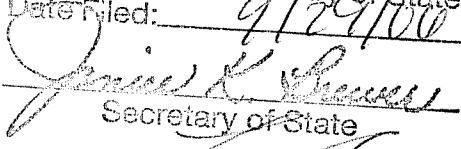
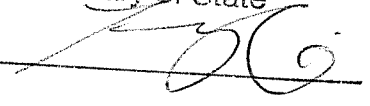
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT is entered into this date September 29th 2006, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF MESA, acting by and through its MANAGER and CITY COUNCIL, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Incident to the State's programmed improvements at the US 60 (Superstition Freeway)/Higley Road traffic interchange, the City requests certain construction enhancements be added to the State's work to include widening the sidewalks on both sides of the Higley Road bridge and bridge approaches; video detection system; power supply and emergency vehicle preemption (EVP) system, collectively herein referred to as the "Project". The Project costs are estimated at \$ 337,334.00, as outlined in Exhibit A, attached hereto and made a part hereof. The City will reimburse the State for the actual costs of the Project upon completion of the Project.
4. The parties hereto agree to and acknowledge the following conditions: **a)** the estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project; **b)** the parties shall perform their responsibilities consistent with this Agreement; and **c)** any change or modification to the Project will only occur with the mutual written consent of both parties.

THEREFORE, in consideration of the mutual covenants expressed herein, it is further agreed as follows:

NO. 28472
Filed with the Secretary of State
Date Filed: 9/29/06

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Upon execution of this Agreement, agree to be the City's designated agent for the Project, invoice the City \$ 337,334.00, for the estimated costs of the Project and provide an itemized list of said costs, which shall include fixed rates and fixed costs, as shown on Exhibit A. The actual costs of the Project shall be determined upon completion of construction.

b. Prepare design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and provide to the City for their review and comment.

c. Advertise for bids and award one or more construction contract(s) for the Project. Administer the Project and make all payments to the contractor(s).

d. During construction, furnish and install strictly the EVP phase selectors in the control cabinet and cable from the various mast arms to the traffic signal control cabinet (as shown in the traffic signal plans conductor schedule). This intersection currently has existing EVP installed and operating and shall be maintained until the new signal poles and equipment are installed.

e. During construction, be responsible for removing and relocating the existing EVP sensors on the signal mast arms to the new signal mast arms and coordinate this work with the City.

f. Upon completion of the Project and final inspection, notify the City in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

g. Grant or confirm, per established procedures of the State's Phoenix District Permit Office, that the City has a valid annual citywide Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit through the State's Phoenix District Permit Supervisor, as per the Phoenix District's established procedures.

h. Provide a recapitulation of the Project costs, including, but not limited to: design, construction, and construction administration costs and invoice or reimburse the City any difference between the estimated amount paid by the City, including fixed rates and fixed costs as shown on Exhibit A, and the actual costs of the Project.

2. The City shall:

a. Upon execution of this Agreement, designate the State as authorized agent for the City and within 30-days after receipt of an invoice, remit \$ 337,334.00 for the estimated costs of the Project, which includes fixed rates and fixed costs, as shown on Exhibit A.

b. Review the design plans, specifications and other such documents and services required for construction bidding and construction of the Project and provide comments to the State as appropriate. Be responsible for any design consultant and construction claims for extra compensation, due to delays or whatever reason, attributable to the City.

c. Be responsible for the overall operation and maintenance of the traffic signal system pursuant to Agreement JPA 05-053.

d. Obtain, per established procedures of the State's Phoenix District Permit Office, a valid annual citywide Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit as per the Phoenix District's established procedures, of which may be obtained through the District Office referenced herein.

e. Upon completion and acceptance of the Project, be responsible for the actual costs incurred by the State for the Project. If necessary, reimburse the State within 30-days after receipt of an invoice, for any difference between the estimated amount paid by the City as shown on Exhibit A, including fixed rates and fixed costs, and the actual costs of the Project.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and said payments or reimbursements; provided however, that any provisions herein for maintenance provided by the City shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon 30-days written notice to either party.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. Each party (as "indemnitor") agrees to indemnify, defend, save and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses including reasonable attorneys' fees, hereinafter collectively referred to as "claims", arising out of bodily injury of any person, (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers, except where the State is agent for the City.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007 FAX (602) 712-7424

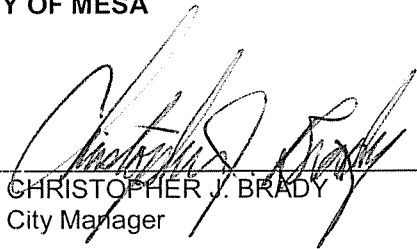
City of Mesa
City Manager
P.O. Box 1466
Mesa, AZ 85211-1466

10. Pursuant to Arizona Revised Statutes, Section 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF MESA


By


CHRISTOPHER J. BRADY
City Manager

STATE OF ARIZONA

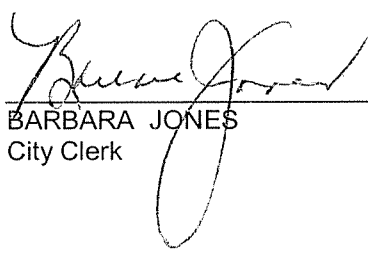
Department of Transportation

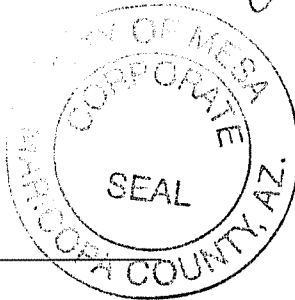
By


DANIEL S. LANCE, P.E.
Deputy State Engineer, Valley Transportation

ATTEST

By


BARBARA JONES
City Clerk




ATTORNEY APPROVAL FORM FOR THE CITY OF MESA

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF MESA, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 30th day of August, 2006.


City Attorney

RESOLUTION NO. 8801

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MESA FOR FREEWAY ENHANCEMENTS AT THE SUPERSTITION FREEWAY AND HIGLEY ROAD TRAFFIC INTERCHANGE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

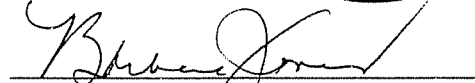
Section 1: That the agreement between the State of Arizona Department of Transportation and the City of Mesa for freeway enhancements at the Superstition Freeway (US 60) and Higley Road Traffic Interchange (ADOT JPA No. 06-014); is hereby approved.

Section 2: That the City Manager, Christopher J. Brady, or his designated representative, is authorized and directed to execute the agreement on behalf of the City of Mesa, and the City Clerk is authorized and directed to attest to the signature of the City Manager or his authorized designated representative thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 28th day of August, 2006.




ATTEST:



City Clerk

APPROVED:



Mayor

SUMMARY OF IGA COSTS
for
EXHIBIT 'A'

Engineer's Estimate Version
JPA 06-014
Date: 07/17/2006

US 60
HIGLEY ROAD TI PROJECT
COST

DESCRIPTION

ITEM	DESIGN	R/W	CONSTRUCTION	TOTAL
1 TRACS NO. H6702 01C HIGLEY ROAD TI EXHIBIT "A"	N/A	N/A	\$ 337,334.00	\$337,334.00

The City of Mesa has requested that ADOT include an 8' sidewalk between the ramp terminals to enhance pedestrian safety. The bridge widening cost is based on the estimated \$/sq ft and includes all associated costs.


The City of Mesa requested that ADOT provide and install the listed traffic signal enhancements at both ramp intersections.

EXHIBIT 'A'
ITEM 1 IGA COST BACKUP

Item No.	Item Description	Unit	Quantity	Unit Price	Amount Rounded to the nearest dollar
ITEM 1 - EXHIBIT "A"					
N/A	BRIDGE WIDENING	SQ.FT.	1448	\$71.00	\$102,808.00
6011365	APPROACH SLAB	SQ.FT.	192	\$16.00	\$3,072.00
9080201	SIDEWALK WIDENING	SQ.FT.	648	\$3.00	\$1,944.00
7320291	ELECTRICAL CONDUIT (4-2" QUAD-DUCT)(FIBER OPTIC) ¹	L.FT.	825	\$36.00	\$29,700.00
7350206	VIDEO DETECTION SYSTEM (6 CAMERA)	L. SUM	1	\$100,000.00	\$100,000.00
7360160	POWER SUPPLY (BATTERY BACKUP)	EACH	1	\$10,000.00	\$10,000.00
7370421	ELECTRICAL SYSTEM (INTERNALLY ILLUMINATED STREET SIGN)	EACH	2	\$5,600.00	\$11,200.00
7370424	EVP SYSTEM (INSTALL HOME RUN CABLE & PHASE SELECTOR)	EACH	1	\$5,000.00	\$5,000.00
	CREDIT FOR STANDARD LOOP DETECTORS (NOT INSTALLED, 25%) ²	LSUM	1	-\$25,000.00	-\$25,000.00
	SUBTOTAL CONSTRUCTION (A)				\$236,724.00 (A)
	MAINTENANCE OF TRAFFIC SHARE ³	L.SUM	1	1.5% of (A)	\$ 3,581.00
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ⁴	L.SUM	1	1% of (A)	\$ 2,387.00
	CONTRACTOR QUALITY CONTROL SHARE ⁵	L.SUM	1	1% of (A)	\$ 2,387.00
	MOBILIZATION SHARE ⁶	L.SUM	1	10% of (A)	\$ 23,872.00
	SUBTOTAL CONSTRUCTION (B)				\$ 270,951.00 (B)
	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁷			14% of (B)	\$ 37,933.00
	DESIGN ENGINEERING ⁸			10% of (B)	\$ 27,095.00
	5% DESIGN ENGINEERING ADMINISTRATION ⁹			5% of (C)	\$ 1,355.00
	TOTAL ITEM 1 CONSTRUCTION COST				\$ 337,334.00

Notes:

- Quantity of Quad-duct has been adjusted to reflect 25% credit for City of Mesa (estimated at \$9,800).
- If the actual cost of the video detection system is less than \$25,000, then the credit is limited to the actual cost. If the actual cost is more than \$25,000, then the credit is \$25,000 (maximum).
- Maintenance of Traffic was calculated on a percentage basis (1.5% fixed rate) of the construction of the City's items.
- Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
- Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City's items.
- Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
- Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the City's construction cost.
- Design Engineering was calculated on a percentage basis (10.0% fixed rate) of the City's construction cost.
- Design Engineering Administration was calculated on a percentage basis (5% fixed rate) of the City's Design Engineering Cost.

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0737TRN (**JPA 06-014**), an Agreement between public agencies, i.e., The State of Arizona and The City of Mesa, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 21, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:979833
Attachment